

SFK/tls 14-0087

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

LISA A. HIGH and MILTON PICKERING,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 15-cv-5972
	)	
THE UNITED STATES OF AMERICA,	)	Judge Virginia M. Kendall
	)	Magistrate Judge Jeffrey Gilbert
Defendants.	)	

**STIPULATION OF DISMISSAL WITH  
PREJUDICE PURSUANT TO FED. R. CIV. P. 41(a)**

Pursuant to the Stipulation for Compromise, Settlement and Release attached hereto as Exhibit A, Plaintiffs, LISA A. HIGH and MILTON PICKERING, by their undersigned counsel, and Defendant, UNITED STATES OF AMERICA, by its attorney, Gina E. Brock, Acting United States Attorney for the Northern District of Illinois, hereby stipulate to the dismissal of the above-captioned case, with prejudice, with each party to bear their own costs and attorneys' fees.

Respectfully submitted,

Counsel for Plaintiffs:

s/ Sarah F. King  
Sarah F. King (#6306333)  
CLIFFORD LAW OFFICES, P.C.  
120 N. LaSalle Street, Suite 3100  
Chicago, IL 60602  
(312) 899.9090  
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Counsel for Defendant United States:

s/ Gina E. Brock  
Gina E. Brock  
Assistant United States Attorney  
219 South Dearborn  
Chicago, IL 60604

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

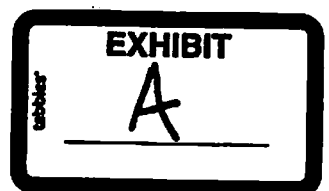
LISA A. HIGH and MILTON PICKERING, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 UNITED STATES OF AMERICA, MOUNT ) No. 15 C 5972  
 SINAI HOSPITAL MEDICAL CENTER OF )  
 CHICAGO; SEEMA AHMED, M.D.; THE ) Judge Kendall  
 MOUNT SINAI COMMUNITY )  
 FOUNDATION; MOHAMMAD M. )  
 AHMED, M.D.; and GIRIJA KUMAR, )  
 M.D., )  
 )  
 Defendants.

**STIPULATION FOR COMPROMISE, SETTLEMENT, AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between Lisa A. High and the United States of America (collectively, "the parties"), by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Stipulation for Compromise, Settlement, and Release (hereinafter referred to as the "Settlement Agreement").

2. The United States of America agrees to pay Lisa A. High the sum of \$ 1,000,000.00 which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any wrongful death or survivor claims, for which Lisa A. High or her guardians, heirs, executors,



administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Lisa A. High and her guardians, heirs, executors, administrators, and assigns hereby agree to accept the sums set forth in this Settlement Agreement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including any wrongful death or survivor claims, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, which they may have or hereafter acquire against the United States of America, its agents, servants, or employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Lisa A. High and her guardians, heirs, executors, administrators, and assigns further agree to reimburse, indemnify, and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Lisa A. High or her guardians, heirs, executors, administrators, or assigns against any third party or against the United States, including any wrongful death or survivor claims.

4. This Settlement Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to Lisa A. High. This Settlement Agreement is entered into by the parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed by and between the parties to dismissal of the above-captioned action with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with each of the parties to bear their own costs, fees, and expenses, and that any attorney's fees will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and between the parties that pursuant to 28 U.S.C. § 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 percent of the amount of the compromise settlement.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

8. Lisa A. High stipulates and agrees that she is legally responsible for any and all liens or claims for payment or reimbursement. Lisa A. High and her attorneys stipulate and agree that Lisa A. High by and through her attorneys, will satisfy or resolve any and all liens for payment or reimbursement asserted by any individual or entity before distributing to Lisa A. High any portion of the settlement amount paid pursuant to Paragraph 2 above. Lisa A. High and her attorneys further agree that their attorneys will provide to the United States evidence that such lien or claim has been satisfied or resolved and that the lienholder or claimant has waived and released its lien or claim within 10 days of paying or resolving such lien or claim for payment or reimbursement. The evidence required by the terms of this paragraph may be satisfied by a letter from the attorney for Lisa A. High representing to counsel for the United States that each such lien or claim has been satisfied or resolved and that each such lienholder or claimant has waived and released its lien or claim.

9. Payment of the settlement amount will be made by government electronic funds transfer as per the following:

- A. Name of Bank: [REDACTED]
- B. Street Address of Bank: [REDACTED]
- C. City, State and Zip Code of Bank: Chicago, Illinois
- D. Routing Number: [REDACTED]
- E. Name of Account: [REDACTED]
- F. Account Number: [REDACTED]

The attorney for Lisa A. High agrees to distribute the settlement proceeds to Lisa A. High. Payment of the settlement is subject to there being sufficient funds in the account established by Congress (42 U.S.C. § 233(k)) for payment of settlements and judgments of claims subject to the Federally Supported Health Centers Assistance Act of 1992 and 1995 to pay the settlement in its entirety. 42 U.S.C. §§ 233(g), *et seq.*


10. The parties agree that this Settlement Agreement, including all its terms and conditions and any additional agreements relating thereto, may be made public in its entirety, and Lisa A. High expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

11. It is contemplated that this Settlement Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

12. This Settlement Agreement contains the entire agreement between the parties with respect to the subject of this litigation and supersedes all prior negotiations and writings regarding this matter. Any modification of this Settlement Agreement may be made only in a writing signed by or on behalf of all parties.

Attorney for United States:

ZACHARY T. FARDON  
United States Attorney

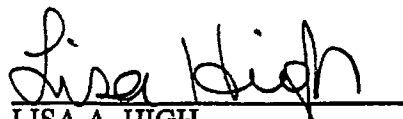
By:   
GINA E. BROCK  
Assistant United States Attorney  
219 South Dearborn Street  
Chicago, Illinois 60604

Executed this 20 day of January, 2017.

Attorney for Lisa A. High  
:

  
SARAH F. KING  
Clifford Law Offices  
120 North LaSalle Street, Suite 3100  
Chicago, Illinois 60602

Executed this 20<sup>th</sup> day of January, 2017.

  
LISA A. HIGH  
4121 W. Grenshaw St. Apt. 2  
Chicago IL 60624

Executed this 20<sup>th</sup> day of January, 2017.